

INVITATION FOR BIDS

IFB# 13-01-29

Issue Date: 4/30/13

Title: MAINTENANCE EQUIPMENT

Commodity Code: 56000- MATERIAL HANDLING AND STORAGE EQUIPMENT AND ALLIED ITEMS

Note: The offeror must have registered in eVA prior to the deadline for submission of responses to this IFB to be eligible for the award of this contract for professional services.

Issuing Agency & Address: Commonwealth of Virginia
Department of Behavioral Health and Developmental Services (DBHDS)
1220 Bank Street
7th Floor, Room 723
Richmond, Va. 23219

Location of Work: Staunton, Virginia

All inquiries for information should be directed to: Debbie Martin at DMartin@medequipinternational.com. All questions must be submitted no later than five (5) working days before the bid due date. Responses will be provided through eVA.

One (1) manually signed original and one (1) copy of the bid, along with two electronic copies in CD format, with literature, shall be submitted to the Agency in a **sealed envelope**, clearly marked "Invitation for Bid, Project Code 720-17276, IFB# 13-01-29 Western State Hospital – Maintenance Equipment."

Sealed bids will be received at DBHDS, Office of A&E Services, 1220 Bank Street, 7th Floor, Room 731 Richmond, VA 23219. The deadline for submitting bids is **2:00 p.m. sharp, as determined by the Bid Officer, on May 14, 2013.** It is the responsibility of the Bidder to insure that bids are received at this **specified location by the stated deadline.** This solicitation will result in an award to a single vendor.

In compliance with this Invitation for Bids, which includes the attached Table of Contents and all provisions and appendices attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services described in the IFB cited above and submit this signed bid which includes this completed and signed page, the completed and signed Bid Form and other data as required by the IFB.

Name and Address Of Bidder:

_____ Date: _____

By _____

(Signature in Ink)

Typed Name: _____

Zip: _____ Title: _____

FEIN/SSN # _____ Telephone No. () _____

SCC ID # _____

PRE-BID CONFERENCE: A *pre-bid conference* will not be held.

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eVA Vendor Registration: The bidder shall be a registered vendor in eVA. www.eva.virginia.gov.

Enlist in the Department of Accounts EDI program: The bidder should be registered in the Department of Accounts, Electronic Data Interchange (EDI). To find out more information or to enlist in the program, please visit http://www.doa.virginia.gov/General_Accounting/EDI/EDI_Main.cfm

I. APPLICABILITY OF THE VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety.

Bidders attention is directed also to the General Terms and Conditions, attached to this document.

II. PURPOSE

A replacement facility for Western State Hospital (WSH), in Staunton, Virginia, is currently under construction. The new hospital will provide for 246 patient beds and will include administrative, patient and support spaces. Construction is expected to be substantially complete in mid-June, 2013.

The Department of Behavioral Health and Developmental Services (DBHDS) has engaged Medequip International ("Medequip") to assist with the furniture, fixtures and equipment (FF&E) procurement related to this Invitation for Bid ("IFB"). All purchase orders ("PO") will be issued by DBHDS through the eVa Procurement system.

The purpose and intent of this IFB is to solicit bids for Warehouse Equipment.

III. AGENCY'S RIGHT TO ISSUE IFBs AND REVISE QUANTITIES

The Owner reserves the right, at its sole discretion, to issue IFBs for similar equipment as the need may arise. The Owner further reserves the right to adjust quantities of individual FF&E items by up to 10%.

IV. SCOPE OF SERVICES

The selected vendor shall furnish equipment as specified on the Bid Form at the replacement facility for Western State Hospital, 103 Valley Center Drive, Staunton Va. 24401. A detailed schedule for delivery shall be provided by the Owner within sixty (30) days of required delivery.

V. BID REQUIREMENTS

1. Bids shall be signed by an authorized representative of the vendor. By submitting a bid the bidder certifies that all information provided in response to this IFB is true and accurate. Failure to provide information required by the IFB will ultimately result in rejection of the bid.

2. The Respondent's bid shall include the following completed and signed documents: IFB cover page; the Virginia State Corporation Commission (SCC) form; Vendors Data Sheet; and the enclosed bid form. Show all prices on the enclosed Bid Form. All prices shall be shown as Discounted Unit Price and Discounted Extended Price on a line item by line item basis.
3. One (1) manually signed original, one (1) "hard" copy and two (2) electronic copies with supporting literature shall be submitted to the Agency. Each copy of the bid shall be bound in a single volume. All documentation submitted with the bid shall be included in that single bound volume.
4. Include literature, finish options (if applicable), manufacturer's catalog cut sheets and specification sheets as part of your bid. Failure to do so may result in rejection of your bid.
5. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. **The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation.** This is required even if offering the exact brand, make or manufacturer specified. Only the information furnished with the bid will be considered in the evaluation, although the Owner reserves the right to ask for clarifying information. Failure to furnish adequate data for evaluation purposes may result in rejecting a bid. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
6. As a part of your bid, please provide a statement addressing the location, staffing and average response time of the Service Department that would service this facility. All suppliers must have factory-trained service technicians who can respond to service issues in a timely manner.

VI. PRICING

1. All prices shall be FOB Destination, Prepaid and Allowed.
2. Include the cost of installation or assembly as a separate line item, on a line item by line item basis, where applicable. Please identify if any warranty issues would arise if the installation would be by others. At a minimum the Vendor/ Supplier will be required to provide installation supervision and complete check-out of the pre-installation conditions (i.e. support structure and pre-installation connections) as applicable.

3. The successful bidder shall provide in-service training and education, where applicable, to personnel as designated by DBHDS. In-servicing, if applicable, should be included as part of your bid.
4. Any bid in response to this solicitation shall be valid for seventy-five (75) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn. If the bid is not withdrawn it remains in effect until an award is made or the solicitation is cancelled.

VII. DELIVERY AND INSTALLATION

1. The estimated delivery schedule will be between June 15 and July 15, 2013, in accordance with the Owner's requirements. A detailed schedule for installation, if applicable, shall be provided by the Owner within sixty (60) days of required delivery. Within one (1) week of receipt of order, vendor must provide detailed acknowledgement of order, including ability to meet Owner's schedule. Bids that cannot meet Owner's schedule will be rejected.
2. Bids shall be based upon deliveries taking place during normal working hours. A freight elevator and loading dock are available for vendor use. Delivery schedule, freight elevator and loading dock usage will be coordinated through the Owner's Representative, Medequip International.
3. The contractor shall remove all boxes and packing materials from the building each day and legally dispose of the debris off-site. The use of the building dumpsters or Owner's trash pick-up services is strictly prohibited. If installation is required, the contractor shall verify all existing conditions prior to installation. Contractor will field verify that all product will fit into spaces as planned on project drawings.
4. Resolution of any labor jurisdictional disputes shall be the responsibility of the Vendor/ Supplier.
5. Vendor is liable for any damages caused by them during installation, or moving furniture/equipment through the building.

VIII. WARRANTIES

1. The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by a minimum warranty of one (1) year from the date of acceptance (following inspection of the goods and five (5) days of successful use) and shall include all parts, labor and travel during the warranty period. If your standard warranty is greater than one (1) year, please state as part of your bid. A copy of this warranty shall be furnished with the bid.

2. Product quoted shall not be subject to any chattel mortgage or under a conditional sale or other agreement by which interest is retained by the seller. The seller warrants that the goods supplied are free from liens, claims, or encumbrances.
3. The manufacturer/supplier represents that the equipment quoted meets the current NFPA and UL standards, as applicable. Please include compliance documentation as part of your bid package.
4. The manufacturer/supplier represents that the equipment quoted is not being manufactured, sold or priced in violation of any Federal, State or Local codes, ordinances or laws.

IX. OPERATING AND MAINTENANCE MANUALS

1. If applicable, two (2) operating and maintenance manuals covering the care, preservation and maintenance of products and finishes, mechanical, electrical and other equipment, shall be provided, both in hard copy and electronic form, for all items ordered. Manuals shall include, at a minimum, the following information:
 - a. General system or equipment description
 - b. Name of manufacturer
 - c. Model number
 - d. If appropriate, emergency instructions, wiring diagrams, repair instructions including spare parts listing
 - e. Supplier name
 - f. Sources of required maintenance materials and related services
 - g. Copies of warranties
 - h. Manual index
2. Organize each manual into a bound document and formally transmit to the Owner

X. AWARD OF CONTRACT

1. The contract is to be awarded on a line by line item basis as follows: the line item price including any properly submitted and received bid modifications plus such "optional" items as the Owner in its discretion decides to award.

2. The Owner reserves the right to reject any and all bids at its sole discretion when such rejection is in the interest of the Owner, or to reject the bid of any bidder who is determined to be not responsive and responsible. The Owner reserves the right to waive any informality in the bid. See §2.2-4319, Code of Virginia, as amended.

XI. GENERAL

Subcontractors, suppliers and vendors are prohibited from using references to this project for ANY advertising or marketing, including responses for requests for proposals. Bids are submitted acknowledging this stipulation.

GENERAL TERMS AND CONDITIONS

- A. *VENDORS MANUAL*
- B. APPLICABLE LAWS AND COURTS
- C. ANTI-DISCRIMINATION
- D. ETHICS IN PUBLIC CONTRACTING
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- F. DEBARMENT STATUS
- G. ANTITRUST
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF BIDDERS OR OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- O. CHANGES TO THE CONTRACT
- P. DEFAULT
- Q. TAXES
- R. USE OF BRAND NAMES
- S. TRANSPORTATION AND PACKAGING
- T. INSURANCE
- U. ANNOUNCEMENT OF AWARD
- V. DRUG-FREE WORKPLACE
- W. NONDISCRIMINATION OF CONTRACTORS
- X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION
- Y. AVAILABILITY OF FUNDS
- Z. SET-ASIDES
- AA. BID PRICE CURRENCY
- BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in

Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs**
1. **For Invitation For Bids:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 2. **Not Used**
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.

- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offers shall be deemed small business if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- AA. **BID PRICE CURRENCY.** Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VIRGINIA STATE CORPORATION COMMISSION (SCC) FORM

Virginia State Corporation Commission ("SCC") registration information:

The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____.

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**** NOTE ****

☐ Check this box if you have not completed any of the foregoing options, but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals.*

Signature: _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

Date: _____

* The Commonwealth reserves the right to determine in its sole discretion whether to allow such a waiver.

VENDORS DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

Social Security Number: _____ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

IFB# 13-01-29
Western State Hospital
Maintenance Equipment
Project Code 720-17276

D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____ IFB# 13-01-29 Dated 04/30/13

Due Date: 05/14/13

IFB# 13-01-29
 Western State Hospital
 Maintenance Equipment
 Project Code 720-17276

Bid Form

PURCHASER: Commonwealth of Virginia- DBHDS
 Western State Replacement Hospital Project PC# 720-17276
 IFB #13-01-29

IFB DATE: 04/30/13
 DUE DATE: 05/14/13

ITEM NO.	QTY	ITEM DESCRIPTION	MANUFACTURER / MODEL NO. / DESCRIPTION	UNIT PRICE	EXTENDED PURCHASE PRICE
185	2	Flatbed (Lab Safety Supply #BBO-159502)			
325	1	Rack, Vertical Bar (Global #JL652262)			
326	1	Panel Truck with Upright Frames (Global #JL585231)			
327	2	Mobile Base (Rockler #92051/36968)			
343	1	Saw, Miter with Laser, Dual Slide (Makita #LS1016L)			
343A	1	Stand, Miter Saw (Ridgid #AC9944)			
350	9	Workbench, Mobile, with Floor Lock Casters (Global #HL237352 with HL237359)			
357	1	Storage Cabinet, Pesticide, 45 Gallon Capacity, Non-Vented, Adjustable Shelves (Global #HM240484)			
358	1	Cantilever Rack (Consists of (3) 71" Sections (Global #248374)			
358A	2	Cantilever Rack (Consists of (1) 71" Section			
359	10	Security Cabinet, Deep Door (C&H Distributors #5160700)			

IFB# 13-01-29
Western State Hospital
Maintenance Equipment
Project Code 720-17276

Bid Form

PURCHASER: Commonwealth of Virginia- DBHDS
Western State Replacement Hospital Project PC# 720-17276
IFB #13-01-29

IFB DATE: 04/30/13
DUE DATE: 05/14/13

ITEM NO.	QTY	ITEM DESCRIPTION	MANUFACTURER / MODEL NO. / DESCRIPTION	UNIT PRICE	EXTENDED PURCHASE PRICE
360	5	Industrial Workstation (Global #HL432243/44/41)			
365	1	Vehicle Lift System, Portable, Battery (Set of 4) (Gray USA #WPLS-160F)			
365A	4	Vehicle Support Stand (Gray USA #9-THR)			
377	1	Rack, Lawn Equipment, Wall Mounted (C&H Distributors # 4596500)			
Total Base Bid					